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Trustee

8 **UNITED STATES BANKRUPTCY COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10 **LOS ANGELES DIVISION**

11 In re

12 GIRARDI KEESE,

13 Debtor.

14 Case No. 2:20-bk-21022-BR

15 Chapter 7

16 **CHAPTER 7 TRUSTEE'S REPLY TO**
17 **RESPONSE BY JOSEPH RUIGOMEZ,**
JAIME RUIGOMEZ, AND KATHLEEN
RUIGOMEZ, TO CHAPTER 7
TRUSTEE'S SECOND MOTION FOR
ORDER APPROVING STIPULATIONS
FOR USE OF CASH COLLATERAL AND
AUTHORIZING USE OF CASH
COLLATERAL PURSUANT TO 11
U.S.C. § 363 AND FEDERAL RULE OF
BANKRUPTCY PROCEDURE 4001(b)
AND (d)

18 Date: April 6, 2021

19 Time: 2:00 p.m.

20 Ctrm.: 1668 via ZoomGov
21 255 E. Temple Street
22 Los Angeles, CA 90012

23 Web Address: <https://cacb.zoomgov.com>

24 Meeting ID: 161 446 3922

25 Password: 123456

26 Telephone: (669) 254-5252 (San Jose)
(646) 828-7666 (New York)

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1 **TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY JUDGE:**

2 Elissa D. Miller, the chapter 7 trustee (the "Trustee") for the bankruptcy estate (the
3 "Estate") of Girardi Keese (the "Debtor"), submits this reply to the response (the
4 "Response") filed by Joseph Ruigomez, Jaime Ruigomez, and Kathleen Ruigomez (the
5 "Ruigomez Creditors") to the *Chapter 7 Trustee's Second Motion for Order Approving*
6 *Stipulations for Use of Cash Collateral and Authorizing Use of Cash Collateral Pursuant*
7 *to 11 U.S.C. § 363 and Federal Rule of Bankruptcy Procedure 4001(b) and (d)* (the
8 "Motion").¹

9

10 **I. INTRODUCTION**

11 The Court should grant the Motion and overrule the Ruigomez Creditors'
12 Response. The Ruigomez Creditors request relief that they have already and will
13 continue to receive (e.g., a replacement lien and automatic perfection of such lien, if any)
14 or are not entitled to (e.g., adequate protection payments). The Trustee recognizes and
15 does not dispute that the Ruigomez Creditors have suffered immensely. However, the
16 Trustee cannot simply ignore her fiduciary role in this case; to work for the benefit of all
17 creditors (many of whom are clients or former clients of the Debtor who have suffered
18 similar tragedies) and to preserve and enhance the value of the Estate for all creditors.

19 The Trustee's continuing need for cash collateral has not changed. The Trustee's
20 goal is to transition the Debtor's cases to qualified counsel to protect the Debtor's clients
21 and maximize value for the Estate's claims for quantum meruit fees and costs, as
22 evidenced by the Trustee's compromise with Frantz Law Group concerning the Southern
23 California Gas Leak Litigation² and later agreement to transfer cases to Aitken, Overland

24

25 ¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them
in the Motion.

26

27 ² This was over the objection of Abir Cohen Treyzon Salo LLP ("ACTS"), counsel for the
Ruigomez Creditors, who believed they had the right to take these clients (over 8,200 of them) for
their own benefit. Margulies Faith, LLP represents both ACTS and the Ruigomez Creditors. The
Trustee is confused and concerned regarding for whose benefit Margulies Faith and ACTS are

1 & Overland, and other firms, as well as numerous other case resolution stipulations and
2 compromises.

3 Since the Trustee's First Cash Collateral Motion, the Trustee has used cash
4 collateral to substantially enhance the value of the Estate—value that would not have
5 been realized if the Court did not authorize the Trustee to use cash collateral. The
6 Estate's cash position has increased from approximately \$350,000.00 in the Trustee's
7 general account at the time of the First Cash Collateral Motion to approximately \$3.8
8 million at the time of the Motion; an increase of approximately \$3.45 million in the
9 Estate's cash position.³ If the Motion is denied, all creditors will be harmed. Indeed, all
10 creditors alleging secured claims are currently *undersecured or unsecured due to the*
11 *limited funds on hand*. Denial of the Motion will eliminate all creditors' best prospects for
12 recovery, including those creditors claiming to have secured claims, such as the
13 Ruigomez Creditors.

14 The Ruigomez Creditors, to the extent they have a valid secured claim, are more
15 than adequately protected. While negotiating with consensual lienholders (as with the
16 First Cash Collateral Motion), the Trustee made certain that any party asserting a
17 secured claim receives the same treatment and protections. The Ruigomez Creditors
18 have already and will continue to receive these same protections and adequate
19 protection, as expressly provided in the proposed order attached to the Motion as Ex. "7."
20 Therefore, contrary to the Ruigomez Creditors' assertions, the Trustee has been working
21 for their benefit, as well as the benefit of all creditors. Moreover, the Ruigomez Creditors

22 _____
23 acting. Are they acting for the benefit of their joint client – the Ruigomez Creditors - when they try
24 to hamstring the Trustee in her efforts to collect funds for the benefit of the Estate and all of the
25 creditors, including the Ruigomez Creditors? Or, conversely, are they acting for the benefit of
ACTS when they try to prevent the Trustee from collecting funds that ultimately could go to pay
the victims including, among others, the Ruigomez Creditors?

26 ³ The Trustee is also in control of approximately \$581,114.92 in funds in five IOLTA
27 accounts—Wells Fargo Bank (2), Citizens Business Bank (2) and her estate account (transferred
from Nano Bank). All of these accounts were in existence on the petition date. The Trustee has
still not been able to determine the source of these funds.

1 are adequately protected because their collateral will likely be enhanced and has not
2 declined in value. The Ruigomez Creditors' request for adequate protection payments⁴ is
3 unfounded given that their asserted lien(s) came into existence after four other creditors
4 alleging secured claims.

5 All parties asserting secured claims are being treated equally. The Ruigomez
6 Creditors are not entitled to any greater treatment, especially given their alleged junior
7 lien position, and are adequately protected to the same extent as the other alleged
8 secured creditors. Accordingly, because the Trustee has established that all interested
9 parties have consented and/or will receive adequate protection, the Court should grant
10 the Motion and authorize the Trustee to use cash collateral.

11

12 **II. LEGAL ARGUMENT**

13 **A. The Trustee is Working for the Benefit of All Creditors**

14 The Trustee is working to benefit all creditors and to protect the clients of the
15 Debtor. The Trustee acknowledges that the Ruigomez Creditors have suffered
16 immeasurably and that they bear lifelong burdens. But sadly, they are not the only
17 victims of the Debtor. The Debtor was counsel for thousands of clients, many of whom
18 have also suffered and continue to suffer tremendous loss. Unfortunately, the Trustee
19 continues to discover more clients that were re-victimized like the Ruigomez Creditors.⁵
20 In addition, there are consensual lienholders who are asserting significant secured
21 claims. Therefore, to enhance and preserve the value of the Estate for all creditors,
22 secured and unsecured, the Trustee needs authority to use cash collateral.

23

24 ⁴ The Ruigomez Creditors are requesting periodic cash payments in an amount not less
25 than the monthly interest (i.e., 10% annually on the \$11 million judgment). This equates to
monthly payments of approximately \$91,666.67.

26 ⁵ As this Court is aware, the Hon. Thomas Durkin in the *Lion Air* case, pending in the United
27 States District Court for the Northern District of Illinois, found the Debtor and Thomas Girardi to
be in civil contempt for failing to turn over \$2 million in settlement proceeds to the families of the
28 victims that passed away in the *Lion Air* plane crash.

1 **B. Cash Collateral is Necessary to Preserve and Enhance Value for the**
2 **Estate**

3 The Trustee's need for use of cash collateral to preserve and further enhance
4 value for the Estate has been sufficiently demonstrated in the Motion and in the Trustee's
5 supporting declaration. Since the Court granted the First Cash Collateral Motion, the
6 Trustee has been able to recover an additional \$3.45 million in funds for the Estate. If the
7 Trustee's request to use cash collateral was previously denied, most of these funds
8 wouldn't have been recovered. Importantly, the Trustee's efforts to preserve and
9 enhance value for the Estate have been continuous and are ongoing. As set forth in the
10 Motion, the Trustee protected both the clients' and the Estate's interest in the Debtor's
11 attorneys' fees and costs by reaching a compromise with Frantz Law Group concerning
12 the Southern California Gas Leak Litigation. The Trustee again protected the clients and
13 the Estate's financial interests by agreeing to transfer certain cases of the Debtor to
14 Aitken, Overland & Overland, and other firms. There are many other similar instances
15 where the Trustee has preserved value through case transitions and resolutions of
16 quantum meruit fee and cost claims. By preserving the Estates' interests in these cases,
17 the Trustee has enhanced the value of the Estate and obtained a recovery for the
18 Estate's quantum meruit claims.

19 It is undeniable that the Ruigomez Creditors' request to deny the Motion will
20 significantly damage the Estate's value. If the Trustee has no authority to use cash
21 collateral, the Trustee will have no ability to fund the limited operations of the Debtor.
22 Consequently, the Trustee will lose access to the Debtor's case information, case files,
23 cost ledgers, and any other electronically stored data. The Trustee will be unable to pay
24 the former employees of the Debtor that have proved to be an invaluable resource for the
25 Trustee's efforts. The Trustee's physical access to the office will be denied or severely
26 limited if the utilities do not remain current, and the Estate could be subject to liability if
27 the insurance for the Debtor's offices lapses. This potential liability may further erode the
28 Estate's value. With little or no information available, it is unlikely the Trustee will be able

1 to prove or substantiate any quantum meruit claims for the benefit of creditors. Most
2 critically, the Debtor's clients—also victims—will lose information about their cases. This
3 loss of data will prejudice their claims, raise unnecessary barriers to recovery for their
4 loss, and make any transitions to new counsel significantly more difficult. There is no
5 justification for such a result.

6 The Ruigomez Creditors' request to deny use of cash collateral is against their
7 own best interests. Assuming the alleged secured creditors' claims are valid, the chart
8 below summarizes the estimated amount of asserted secured claims based on date of
9 recordation⁶:

Order of Recordation	Alleged Lienholder	Estimated Claim
First	California Attorney Lending II	\$6,765,014.57
Second	Stillwell Madison, LLC	\$6,500,000.00
Third	Virage SPV 1, LLC	\$5,594,069.35
	Virage SPV 1, LLC	\$4,990,572.40
Fourth	Nano Banc	\$4,250,000.00
Fifth ⁷	Joseph, Jaime, & Kathleen Ruigomez	\$11,491,232.87
Sixth	KCC Class Action Services, LLC	\$7,504,109.59

20 The Ruigomez Creditors' alleged secured claim is based on a lien(s) that came
21 into existence after four alleged consensual lien holders. The aggregate value of the
22 other higher priority alleged secured creditors (approximately \$28 million) well exceeds
23 the current funds on hand in the Estate (approximately \$3.8 million). If the Trustee is not
24 authorized to use cash collateral, the Trustee's limited operation of the Debtor will

25
26
27
28⁶ A more detailed chart is included in the Motion at 11-12 and attached to the Motion as Ex.
"8."
⁷ The Ruigomez Creditors' alleged ORAP lien would also be in fifth position.

1 shutter, and little additional value will be realized for the Estate.. In this scenario, the
2 Ruigomez Creditors will likely receive *nothing*. The Trustee wants to avoid this scenario,
3 and she and her team have been working relentlessly to preserve and enhance the value
4 for all creditors. In sum, use of cash collateral is crucial to accomplish the best result.
5 Denial of the Motion is *not* in the best interest of creditors, including any alleged secured
6 creditors.⁸

7 **C. The Ruigomez Creditors Have and Will Receive the Same Treatment**
8 **as the Other Secured Creditors**

9 Contrary to their assertions, the Trustee is not treating the Ruigomez creditors any
10 differently than any of the other alleged secured creditors.⁹ The Trustee has ensured that
11 the Ruigomez Creditors, along with *all* alleged secured creditors, receive the same
12 treatment as the consensual lienholders that have signed the Stipulations. This was true
13 in the First Cash Collateral Motion and remains true for this Motion. In the conclusion of
14 the Motion, the Trustee requests that the Court enter an order "[p]roviding all alleged
15 secured creditors with the adequate protection and other applicable benefits of the
16 Stipulations[.]" See Motion at 15, ¶ 7 (emphasis added). Moreover, the proposed order,
17 attached to the Motion as Ex. "7," provides the following:

18
19 6. CAL II, Stillwell, Virage, Nano, and **any other alleged**
20 **secured creditor of the Debtor and/or the Estate shall be**
21 **considered a "secured creditor" as that term is used in this**
22 **Order and shall be entitled to the protections provided to**
23 **such creditor;**

24
25 10. As adequate protection for the use of cash collateral in
26 accordance with the Budget, **any alleged secured creditor**
27 **shall receive a post-petition replacement lien** for its

28
29 ⁸ Presumably, the alleged consensual lienholders reached the same conclusion by
30 consenting to the Trustee's use of cash collateral.

31
32 ⁹ The Ruigomez Creditors repeatedly and falsely state otherwise. See Response at 9, lines
33 26-28 ("[T]he Motion provides other relief to those alleged secured creditors that signed a
34 stipulation...but not offered to the Ruigomez Secured Creditors); see also *id.* at 10, line 28 to 11,
35 line 1 ("The Ruigomez Secured Creditors are entitled to all such benefits offered to other alleged
36 financial institutions.").

1 asserted secured claim(s) against the Debtor's assets with the
2 same validity, priority, scope and extent as any lien(s) held by
3 the alleged secured creditor as of December 18, 2020, the
4 petition date, solely to the extent that the use of cash
5 collateral results in a diminution of the value of the alleged
6 secured creditor's prepetition lien(s);
7

8 **11. Any alleged secured creditor shall not be required**
9 **to file** any financing statement, notice, lien, or other similar
10 instrument in any jurisdiction, or take any other action in order
11 to perfect its replacement lien created hereunder because the
12 replacement lien is automatically perfected upon entry of this
13 Order;

14 See Motion, Ex. "7" at ¶¶ 6, 10, and 11 (emphasis added). The proposed order further
15 preserves the right of *any* alleged secured creditor to oppose certain arguments the
16 Trustee may raise, as well as contest the Trustee's reservation of rights under 11 U.S.C.
17 § 506(c). *Id.* at ¶¶ 13, 14, and 18. In addition, *any* alleged secured creditor is entitled to
18 request the Trustee's Form 2 Cash Receipts and Disbursements Record subject to
19 confidentiality protections. *Id.* at ¶ 15. These protections are not new. The Ruigomez
20 Creditors received these same protections in the Court's previous orders authorizing use
21 of cash collateral. See Orders at Docket No. 193 and 257. Thus, the Ruigomez
22 Creditors' request for replacement liens and automatic perfection of their alleged security
23 interest is unnecessary because it is already provided for.

24 The Ruigomez Creditors' contention that the Trustee has acknowledged the
25 secured claims of CAL II, Stillwell, Virage, and Nano is similarly inaccurate. See
26 Response at 7, 16-18. This is made clear by provisions in both the Stipulations and the
27 proposed order. These provisions preserve the Trustee's right to contest the validity,
28 priority, scope or extent of any asserted security interests. See Motion, Ex. "7" at ¶ 13.
The stipulating parties' consent is also revoked if the Trustee challenges their claims
during the Cash Collateral Period. See *id.* at ¶ 17. In short, the Trustee has not
acknowledged the claims of any party asserting secured claims.

25 The Trustee is currently reviewing and investigating the claims alleged to be
26 secured. As to the claims asserted by CAL II, Stillwell, Virage, and Nano, the Trustee is
27

1 not yet in a position to confirm the validity, extent, scope or priority of their claims, and
2 has made that clear to them. The Ruigomez Creditors filed proofs of claim just four days
3 before the Motion was filed. Similarly, the Trustee has not had sufficient time to reach a
4 determination as to their claims.¹⁰

5 **D. The Ruigomez Creditors are Adequately Protected**

6 The Ruigomez Creditors, to the extent they are entitled to adequate protection, are
7 adequately protected. As discussed earlier, the Ruigomez Creditors will receive the
8 same treatment as all other creditors asserting secured claims. Specifically, the
9 Ruigomez Creditors will receive a replacement lien(s) and will not be required to further
10 perfect their lien(s). See Motion, Ex. "7" at ¶¶ 10-11. The Trustee has also guaranteed
11 that the additional protections and rights afforded to the stipulating parties extend to the
12 Ruigomez Creditors and all other parties asserting secured claims. See *id.* at ¶¶ 13, 14,
13 15, and 18. The total amount of the alleged secured claims eclipses the current cash in
14 the Estate. In fact, all alleged secured creditors are currently undersecured. Because
15 the use of cash collateral will enhance the value of the Estate, as evidenced by the \$3.8
16 million the Trustee is currently holding, the Ruigomez Creditors, to the extent they hold a
17 valid secured claim, are further adequately protected. This adequate protection is
18 underscored by the fact that all consensual lienholders have consented to the use of
19 cash collateral, as well as by the Court's prior two orders authorizing the use of cash
20 collateral and finding that all secured creditors are adequately protected. See Orders at
21 Docket No. 193 and 257.

22
23

24 ¹⁰ The Ruigomez Creditors imply that the Trustee is opposing their claims by falsely stating
25 that the Trustee is opposing Jason Rund's compromise with them in Thomas Girardi's individual
26 case. See Response at 2, lines 8-9 ("The Trustee in the instant case filed a response in
27 opposition thereto."); *id.* at 4, lines 20-21 ("Further, as stated above, the Trustee filed a response
28 in opposition to the 9019-settlement motion by and between the Ruigomez Secured Creditors and
chapter 7 trustee Jason Rund..."). However, the Trustee's *Statement Regarding Chapter 7*
Trustee's Motion to Approve Compromise Under FRBP 9019 plainly states "[T]he Trustee's **does**
not oppose the relief requested in the Motion[.]" See Docket No. 138, case no. 2:20-bk-21020-
BR (emphasis added). The Trustee is simply requesting that certain rights be preserved as to the
Debtor and the Estate.

1 The Ruigomez Creditors fail to offer any support for their contention that they are
2 not adequately protected by a replacement lien. Rather, they suggest that there is no
3 adequate protection because it is not clear "what property, if any, such liens may attach
4 to..." See Response at 8, lines 2-3. The Trustee has made abundantly clear that the
5 Estate's primary assets are the Debtor's interests in its attorneys' fees and costs incurred
6 in cases. The replacement lien(s) will attach to these recovered funds, to the same
7 extent, validity, priority and scope of the asserted lien(s). Moreover, the Ruigomez
8 Creditors' contention that there is no specific evidence the Trustee is using cash
9 collateral to protect the Estate's interests is also baseless. See Response at 9, lines 1-4.
10 As discussed in the Motion, the Court has approved two agreements, a compromise with
11 Frantz Law Group concerning the Southern California Gas Leak Litigation, and another
12 agreement to transfer certain cases to Aitken. And again, the Trustee has recovered
13 \$3.45 million for the Estate since the First Cash Collateral Motion. In sum, it is clear that
14 the Trustee's use of cash collateral has protected the Estate's interests in the Debtor's
15 cases.

16 **E. The Ruigomez Creditors Are Not Entitled to Adequate Protection**
17 **Payments**

18 The Ruigomez Creditors are not entitled to adequate protection payments. A
19 secured creditor is only entitled to adequate protection from the decline in value of its
20 collateral. See *United Sav. Ass'n of Texas v. Timbers of Inwood Forest Assoc., Ltd.*, 484
21 U.S. 365, 370 (1988). Based on the current cash position of the Estate and other
22 asserted secured claims, the Ruigomez Creditors' alleged secured claim is undersecured
23 or unsecured and not entitled to adequate protection. Moreover, there has been no
24 decline in the value of any collateral. Rather, the value of collateral has increased, with
25 the Trustee having recovered funds of approximately \$3.45 million since the First Cash
26 Collateral Motion. The Ruigomez Creditors' request for adequate protection payments is
27 unsupported. They fail to raise any arguments or cite evidence that the value of the
28 collateral has declined. The Ruigomez Creditors, to the extent they are entitled to

1 adequate protection, are adequately protected, and their request for adequate protection
2 payments is without any basis.

3 Moreover, the Ruigomez Creditors' request for adequate protection payments will
4 adversely impact other creditors, particularly those who alleged priority senior to them.
5 As noted in the chart above, the Ruigomez Creditors' alleged secured claim arose after
6 four other alleged secured creditors. None of the creditors asserting senior secured
7 claims are receiving adequate protection payments. Moreover, there is no rationale why
8 the Ruigomez Creditors' claim, which is undersecured and junior, should be awarded
9 special treatment. "Payments intended to provide adequate protection are not meant to
10 improve the undersecured creditor's position in relation to other creditors." *First Fed.*
11 *Bank of Cal. v. Weinstein (In re Weinstein)*, 227 B.R. 284, 297 (B.A.P. 9th Cir. 1998).
12 The Bankruptcy Code does not authorize the Court to elevate the Ruigomez Creditors'
13 claims to the detriment of other creditors.

14 **F. The Request for Documents is Misplaced**

15 Federal Rule of Evidence ("FRE") 1006 is inapplicable, and the Ruigomez
16 Creditors' request is misplaced. FRE 1006 provides:

17 The proponent may use a summary, chart, or calculation **to**
18 **prove the content of voluminous writings, recordings, or**
19 **photographs** that cannot be conveniently examined in court.
20 The proponent must make the originals or duplicates available
for examination or copying, or both, by other parties at a
reasonable time or place. And the court may order the
proponent to produce them in court.

21 FRE 1006 (emphasis added).

22 The Trustee is not offering the Budget to prove the content of writings, recordings,
23 or photographs. The Budget is nothing more than what it purports to be, a simple pared-
24 down subsistence budget. Moreover, the Budget is not a summary or chart that
25 represents numerous writings, recordings, or photographs. Rather, the Budget is being
26 offered to demonstrate how the Trustee will spend the cash collateral if authorized by the
27 Court, as well as set forth the monetary limits constraining the Trustee for each line item.
28 In short, the Budget is being offered for transparency, not to summarize other documents

1 or writings. Accordingly, because the Trustee is not offering the Budget to prove the
2 content of any writings, recordings, or photographs, the plain language of FRE 1006
3 indicates that it is inapplicable here.

4 The Ruigomez Creditors' request for production of documents is misplaced. Even
5 assuming that FRE 1006 applies (it does not), the request is not properly made in a
6 Response to the Trustee's request to use cash collateral.

8 | III. CONCLUSION

9 For the foregoing reasons, the Trustee respectfully requests that the Court
10 overrule the Ruigomez Creditors' Response and enter an order granting the relief
11 requested in the Motion.

SMILEY WANG-EKVALL, LLP

— 1 —

By: Philip E. Strok
PHILIP E. STROK
Attorneys for Elissa D. Miller, Chapter 7
Trustee

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 3200 Park Center Drive, Suite 250, Costa Mesa, CA 92626.

A true and correct copy of the foregoing document entitled (*specify*): **CHAPTER 7 TRUSTEE'S REPLY TO RESPONSE BY JOSEPH RUIGOMEZ, JAIME RUIGOMEZ, AND KATHLEEN RUIGOMEZ, TO CHAPTER 7 TRUSTEE'S SECOND MOTION FOR ORDER APPROVING STIPULATIONS FOR USE OF CASH COLLATERAL AND AUTHORIZING USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363 AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 4001(b) AND (d)** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) April 5, 2021 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (date) April 5, 2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Barry Russell
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street, Suite 1660
Los Angeles, CA 90012

Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date), I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 5, 2021
Date

Gabriela Gomez-Cruz
Printed Name

/s/ Gabriela Gomez-Cruz
Signature

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

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